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ORD-4554
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NEGOTIATED CONTRACT

Contract No. AF33(657)10807
File No. JM-1940

Hughes Aircraft Company
Florence Avenue and Teale Street
Culver City, California

Contract For: See Schedule

Amount: See Schedule

Mail Invoices To: Contracting Officer

Performance Period: See Schedule

This contract is entered into by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a corporation incorporated in the State of Delaware, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions which together with this signature page and the accompanying Certificates comprise this Contract No. JM-1940. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto, have executed this contract as of
18 MAR 1963, 1963.

HUGHES AIRCRAFT COMPANY

THE UNITED STATES OF AMERICA

BY

[Redacted Signature]

TITLE

Executive Vice President

[Redacted Signature]

Contracting Officer

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Contract No. JM-1940

CERTIFICATE

I, , certify that I am
the Assistant Secretary of the Corporation named
as Contractor herein; that who
signed this contract on behalf of the Contractor was then Executive
Vice President of said Corporation; that said contract
was duly signed for and in behalf of said Corporation by authority of
its governing body, and is within the scope of its Corporate powers.

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 (Corporate Seal)
Assistant Secretary

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SCHEDULE

PART I - STATEMENT OF WORK

The Contractor shall accomplish the work set forth in Exhibit "A" attached hereto and make a part of this contract.

PART II - DELIVERY

The Contractor shall perform the work set forth in Exhibit "A" in accordance with the schedule set forth therein and make delivery of the data at the required times.

PART III - ESTIMATED COST AND FIXED FEE

A. The total estimated cost for the performance of this contract exclusive of fixed fee, is \$54,140.00.

B. The total fixed fee for the performance of this contract is \$3,790.00.

PART IV - PAYMENT

A. In accordance with the provision of Clause 4 of the General Provisions of this contract entitled "Allowable Cost, Fixed Fee, and Payment," the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed fee specified in PART III above, and the Allowable Cost incurred by the Contractor in performance of this contract and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulations, such determination being subject to the provisions of this contract entitled "Disputes". It being understood and agreed without limiting the generality of the foregoing, that the following shall be considered as allowable items of costs incurred or paid by the Contractor^{9r} when necessary and required, and used for the performance of work hereunder.

(1) Those costs as described in Clause ^{42 RBW} 39 of Section A of the General Provision hereof, entitled "Allowable Cost."

B. For purposes of billing current cost incurred under the contract, provisional payment on account of all overhead will be made on the basis of billing rates acceptable to the cognizant military audit agency pending establishment of final overhead rates in accordance with Clause 41 of Section A General Provisions hereof entitled "Negotiated Overhead Rates."

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GENERAL PROVISIONS

The following specified clauses of Basic Agreement No. AF33(657)-5076 dated 26 September 1962 are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

Section A

All Clauses are incorporated except paragraph (c) of Clause A.4, Allowable Cost, Fixed Fee, and Payment and Clause A.27 in its entirety.

Section B

- B.1 Patent Rights**
- B.5 Data**
- B.7 Authorization and Consent**
- B.18 Ammunition and Explosive Material Safety**
- B.20 Safety and Accident Prevention**
- B.21 Notice of Radioactive Materials**
- B.22 Preparation of Dangerous Materials for Shipment**

Section D

All sections.

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8 February 1963

EXHIBIT "A"

STATEMENT OF WORK

The Contractor shall provide engineering, analytical and computing services as required to conduct probability of mission success studies in general accordance with Contractor's document titled "Study Outline" and dated 8 February 1963, Exhibit "B" hereto.

Results shall be reported as they become available.
A final report shall be submitted to the Procuring Agency by 1 May 1963.

EXHIBIT "B"

8 February 1963
Page 1 of 2

STUDY OUTLINE

Data to be Furnished to Contractor

The Contractor assumes that available data on performance of applicable ground environment, applicable interceptor aircraft, interceptor radar and other avionics systems, and air-to-air armament will be furnished by the Procuring Agency. Wherever possible, data will be furnished in a form suitable for immediate use in performing the study. In cases where the data is considered firm by the Procuring Agency, such will be indicated to the Contractor. Where data is judged to be based on doubtful speculation or extrapolation, every effort will be made within the bounds of security to furnish the Contractor with raw data.

The Contractor further assumes that adequate data on the electromagnetic characteristics of the target vehicle in the spectral region of interest will be furnished, or other data from which such characteristics may be calculated. Speed and altitude of the target will be as defined by the Procuring Agency.

Method of Approach

The central task of the study will be that of performing calculations of the likelihood of success of certain designated air-to-air intercept missions against the designated target vehicle. These calculations will be performed in three separate operations. First, reasonable optimum intercept tactics will be deduced from data furnished. Second, using a suitably modified intercept model, the probability of successful conversion of the interceptor to a missile firing course will be computed. Finally, an estimate will be made of the weapon effectiveness.

Ancillary to the central task, work will be performed to augment the quality, wherever possible, of the data on the interceptor weapons systems. Data which is designated by the Procuring Agency as firm will be used without question, but all other data will be subjected to the scrutiny of senior analytical personnel to test its reasonableness. Suspected discrepancies will be discussed with designated Procuring Agency personnel and suitable agreements reached before proceeding. Records will be kept of major arbitrary decisions regarding data, and of the rationale used to make such determinations.

Cases to be Studied

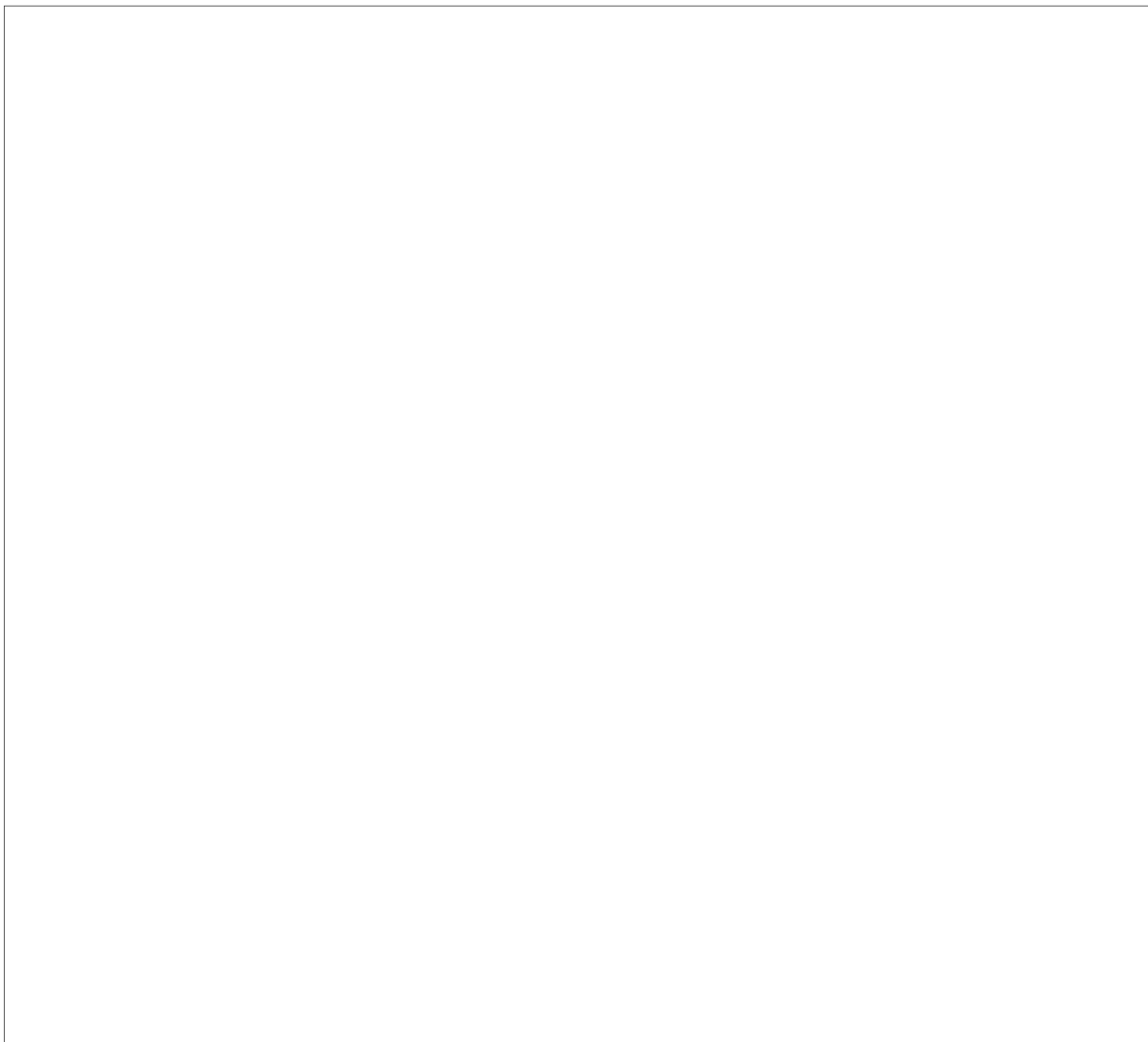
Cases to be studied are to be designated by the Procuring Agency. In discussions held on 6 February 1963, it has been agreed that first attention will be given to potentially high capability intercept systems. In the event that these systems are found unsuccessful, proof that the target is invulnerable to all lower capability interceptor systems should

Continued

EXHIBIT "B"
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STUDY OUTLINE (cont'd)

be easy to deduce. The high capability systems to be studied are:



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Reporting of Results

Results will be reported as available. A final report will be furnished by 1 May 1963.